

**CHANGES IN THE 2015-2017 COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE
STATE OF MINNESOTA AND AFSCME, COUNCIL NO. 5**

Unless otherwise indicated, all changes are effective the date following the Legislative Coordinating Commission's approval.

ARTICLE 1 – PREAMBLE

Technical change of effective date.

ARTICLE 2 – RECOGNITION

No change.

ARTICLE 3 – UNION SECURITY

No change.

ARTICLE 4 – SENIORITY

Section 2. Seniority Earned Under Previous Collective Bargaining Agreements.
Technical date change.

ARTICLE 5 – HOURS OF WORK

No change.

ARTICLE 6 – OVERTIME

Section 5.D. Compensatory Bank Liquidation. Modify language so that those employees who have a compensatory bank at the time of separation will have their bank liquidated into the employee's HCSP. It also lists certain exception scenarios under which liquidation at the time of separation would be paid in cash.

ARTICLE 7 – HOLIDAYS

Section 2. Observed Holidays. A. Delete specific calendar dates for holidays and instead only listed actual observed holidays.

Section 2. Observed Holidays. A. In conjunction with the deletion of specific calendar dates above, add language clarifying when the holiday is observed if the holiday falls on a Saturday or Sunday, depending whether or not a 7-day work week schedule is in effect. Technical re-lettering of section.

ARTICLE 8 – VACATION LEAVE

Section 3. Vacation Period. Technical change, moving the placement of current language concerning the prohibition of vacation denials solely based on the season of the year. Also add lettering to make the language under this section clearer based on the addition of the new section 3C below.

Section 3. C. (New) Extended Vacation Requests (14 days or more) – Pilot Program. Add new language allowing employees to request vacation up to 12 months in advance if the length of the vacation request is fourteen (14) days or more. If the employees want to cancel such a request, it must be submitted in writing at least thirty (30) days in advance. This pilot program continues until the 2015-2017 contract is no longer in effect.

Section 6. Vacation Transfer and Liquidation. Technical change to remove confusing language after the parties agreed during the 2013-2015 bargaining round that separated employees with vacation balances would have the balance liquidated into the employee's paid into the Health Care Savings Plan (HCSP).

Section 6. Vacation Transfer and Liquidation. Technical change to clarify the few exceptional circumstances under which vacation is liquidated in cash.

Section 6. Vacation Transfer and Liquidation. Technical change, moving the phrase, "Except in the event of death of employee, vacation liquidation shall not exceed two-hundred sixty (260) hours," to end of the section.

Section 7. Vacation Donation Program. Modify language so that employees may donate up to forty (40) hours instead of twelve (12) hours accrued vacation which is the amount allowable under state law.

ARTICLE 9 – SICK LEAVE

Section 3. Sick Leave Use. B. Others. 5. Modify language so that with fourteen (14) days' notice, employees may use sick leave to accompany parents to routine dental or medical appointments, and remove language which limits employees to twenty four (24) hours per calendar year.

Section 3. Sick Leave Use. B. Others. Modify language changing the cross-reference date to August 15, 2014 in conjunction with new letter added to the back of contract addressing the recent expansion of state law.

ARTICLE 10 – LEAVES OF ABSENCE

No change.

ARTICLE 11 – JOB SAFETY

Technical change, replacing the term VDT/CRT with “computer” throughout Article.

ARTICLE 12 – VACANCIES, FILLING OF POSITIONS

Section 5. Job Posting. Delete obsolete reference to Junior/Senior Plans.

Section 11. Performance Evaluations. Technical change to correct typographical error.

ARTICLE 13 – PROMOTIONAL RATINGS

No change.

ARTICLE 14 – TRANSFERS BETWEEN AGENCIES

No change.

ARTICLE 15 – LAYOFF AND RECALL

Section 3. Permanent Layoff. F. Junior/Senior Plans. Delete obsolete reference to Junior/Senior Plans. Technical re-lettering of remaining clauses.

ARTICLE 16 – DISCIPLINE AND DISCHARGE

Section 3. Disciplinary Procedure 1. Oral Reprimands. Modify language so that oral reprimands are no longer grievable.

Section 3. Disciplinary Procedure 4. Suspension – Equivalent Reduction Balance. Add language allowing the Appointing Authority to reduce an employee's accumulated vacation balance in lieu of serving an unpaid suspension provided that the employee has at least fifty (50) hours of vacation. The maximum amount of vacation that can be reduced is limited to the equivalent of three (3) working days. For those who work a twenty four (24) hour shift, vacation reduction is limited to twenty four (24) hours. At the Appointing Authority's discretion, unpaid suspension and the vacation reduction may be combined into one discipline. Technical renumbering the list of disciplines.

Section 7. Personnel Files. C. 1. Removing Material from File. Modify language so that written reprimands can be removed from the employee's file after eighteen (18) months provided no other disciplinary action has been taken against the employee in that timeframe.

Section 7. Personnel Files C. 4. Removing Material from File. Modify language so that a letter of expectation can be removed after six (6) months provided that employee has met the expectations within that timeframe.

ARTICLE 17 – GRIEVANCE PROCEDURE

No change.

ARTICLE 18 – WAGES

Section 2. Conversion. Effective July 1, 2015, employees shall be assigned to the same relative step within the salary range for their class except as specified below.

Employees who are paid a rate which exceeds the maximum rate for their class prior to the implementation of this Agreement, but whose rate falls within the new salary range for their class, shall be assigned to the maximum of the new range.

Employees whose salaries as of June 30, 2015 equal or exceed the new maximum rate for their class shall not receive a salary adjustment, but these employees shall not receive a reduction in pay.

Section 3. First Year Wage Adjustment. Effective July 1, 2015, all salary ranges and rates shall be increased by two and one-half percent (2.5%), rounded to the nearest cent. Employees convert to the new compensation grid as provided in Section 2, Conversion.

Section 4. Second Year Wage Adjustment. Effective July 1, 2016, all salary ranges and rates shall be increased by two and one-half percent (2.5%), rounded to the nearest cent. This salary adjustment shall be given to all employees including those employees whose rates of pay exceed the maximum rate for their class.

Section 9. Severance Pay. Clarify that for reasons other than discharge, employees with ten years of continuous State service who are immediately entitled to receive an annuity under a State retirement program are eligible to receive severance pay upon separation (rather than upon retirement).

When the combined total liquidation amount is less than five hundred dollars (\$500) for vacation, severance, and compensatory time, payment shall be made in cash. In the case of the death of an employee, severance, vacation and compensatory time shall be made in cash.

Upon the effective date of the 2015-2017 Agreement, the severance pay formula shall be thirty-five percent (35%) of all accumulated but unused sick leave hours times the employee's regular rate of pay at the time of separation.

Section 15. Deferred Compensation. Modified by increasing the conversion of some or all compensatory time bank one time during each fiscal year at the time of their choosing so long as the total numbers converted in a fiscal year do not exceed eighty (80) hours.

ARTICLE 19 – INSURANCE

Technical date changes.

Section 2. Eligibility for Group Participation. D. Continuation Coverage. g. Clarification.
A covered employee's ~~entitlement to or~~ enrollment in Medicare.

Section 3. Eligibility for Employer Contribution. B. Partial Employer Contribution – Basic Eligibility. 2, addition to text:

Employees who hold part-time appointments **or seasonal employees** and who are scheduled to work at least one thousand forty-four (1044) hours over a period of any twelve (12) consecutive months.

Section 4. Amount of Employer Contribution. Technical date changes.

Section 4. Amount of Employer Contribution. B. Contribution Formula – Dental Coverage. Technical date changes.

Section 5. Coverage Changes and Effective Dates. A. When Coverage May Be Chosen.
1. Newly Hired Employees. Insert new language:

If an employee does not choose a health plan administrator and primary care clinic by their initial effective date, but was previously covered as a dependent immediately prior to their initial effective date, they will be defaulted to the plan administrator and primary care clinic in which they were previously enrolled.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 2. Coverage Under the Minnesota Advantage Health Plan. Technical date changes.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 2. Coverage Under the Minnesota Advantage Health Plan. a. Benefit Options 4) Advantage Benefit Chart for Services Incurred During Plan Years. Technical date changes. Delete obsolete chart and insert new chart.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 2. Coverage Under the Minnesota Advantage Health Plan. e. Prescription Drugs. 1) Copayments and annual out-of-pocket maximums. Delete obsolete language, insert new drug copayment language.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 2. Coverage Under the Minnesota Advantage Health Plan. j. Lifetime maximums and non-prescription out-of-pocket maximums. Delete obsolete language, insert new out-of-pocket maximum language.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 6. Post-Retirement Health Care Benefit. Clarifies that if the employee separates due to death, the \$250 benefit is paid in cash, not to the HCSP.

Section 7. Optional Coverages. A. Employee and Family Dental Coverages. 2. Coverage Under State Dental Plan. a. Copayments. Technical date change, insert new coinsurance limits.

ARTICLE 20 – EXPENSE ALLOWANCES

Section 5. Meal Allowances. Technical change to remove effective dates and rates prior to January 1, 2014.

ARTICLE 21 – RELOCATION ALLOWANCES

No change.

ARTICLE 22 – WORK RULES

No change.

ARTICLE 23 – NON-DISCRIMINATION

No change.

ARTICLE 24 – MANAGEMENT RIGHTS

No change.

ARTICLE 25 – UNION RIGHTS

No change.

ARTICLE 26 – SAVINGS CLAUSE

No change.

ARTICLE 27 – HOUSING

No change.

ARTICLE 28 – NO STRIKE OR LOCKOUT

No change.

ARTICLE 29 – LEGISLATIVE RATIFICATION

Technical change to legislative session number.

ARTICLE 30 – BARGAINING UNIT ELIGIBLE WORK TRAINEES APPRENTICES

No change.

ARTICLE 31 – LABOR/MANAGEMENT COMMITTEES

Section 2.A. Statewide Committees. Delete “VDT” and replace with the term “computer.”

Section 2.C. Child Care Committee. Eliminate Child Care Committee language.

Section 2.D. Parking Committee. Eliminate Parking Committee language.

Section 3. Local Labor/Management Committees. Technical change in order to reference the Appendix N instead of O.

ARTICLE 32 – WORKERS’ COMPENSATION

No change.

ARTICLE 33 – EMPLOYEE ASSISTANCE PROGRAM

No change.

ARTICLE 34 – ADA/WORKERS’ COMPENSATION

No change.

ARTICLE 35 – DURATION

Technical changes regarding session number, dates, and signatories.

APPENDIX A – BARGAINING UNITS FOR WHICH AFSCME COUNCIL 5 HAS EXCLUSIVE BARGAINING RIGHTS

No change.

APPENDIX B – PRORATED HOLIDAY SCHEDULE

No change.

APPENDIX B1 – PRORATED HOLIDAY SCHEDULE

No change.

APPENDIX C – PRORATED VACATION SCHEDULE

No change.

APPENDIX D – PRORATED SICK LEAVE SCHEDULE

No change.

APPENDIX E-1 – SALARY SCHEDULES

The salary schedules and list of classes and salaries shall be effective July 1, 2015 through June 30, 2016.

APPENDIX E-2 – SALARY SCHEDULES

The salary schedules and list of classes and salaries shall be effective July 1, 2016 through June 30, 2017.

APPENDIX F – PAY DIFFERENTIALS

New Section 5. Minnesota State Academies Intervener Differential. Add Employees who perform the duties of Intervener shall receive a differential of one dollar (\$1.00) per hour for all hours worked as an Intervener.

New Section 6. High Voltage Differential. Add Employees who work on high voltage (over 600 volts) power lines shall receive a differential of one dollar and fifteen cents (\$1.15) per hour for all hours worked on high voltage (over 600 volts) power lines.

APPENDIX G – SENIORITY UNITS

No change.

APPENDIX H – CLASS OPTIONS

No change.

APPENDIX I – JUNIOR/SENIOR PLANS

Delete current Appendix I as there are currently no classifications that have Junior/Senior Plans. Technical re-lettering of remaining Appendices.

APPENDIX I – PROHIBITION OF SEXUAL HARASSMENT

Technical re-lettering of Appendix.

APPENDIX J – APPOINTING AUTHORITY/DESIGNEE'S DUTY TO FURNISH INFORMATION TO EXCLUSIVE REPRESENTATIVES REGARDING CONTRACT GRIEVANCES

Technical re-lettering of Appendix.

APPENDIX K – POLICY ON VDT ERGONOMICS

Technical change replacing the term VDT with “computer” where applicable throughout this appendix. Technical re-lettering of Appendix.

APPENDIX L – STATUTORY LEAVES

Technical change to correct statutory references. Technical re-lettering of Appendix.

APPENDIX M – STATEWIDE POLICY ON FAMILY MEDICAL LEAVE ACT

Technical change referencing current links to the FMLA Policy, Procedure and General Memo. Technical re-lettering of Appendix.

APPENDIX N – LETTERS

Delete June 20, 2007 letter regarding the duration of probationary periods and advised and added revised letter dated July 1, 2015.

Delete March 1, 2012 letter regarding Medication Therapy Management as the pilot program has been implemented.

Delete June 26, 2013 letter regarding the wage inequity adjustments.

Delete June 26, 2013 letter regarding the merger of LPN classification.

Delete July 2, 2013 letter regarding the expansion of sick leave benefits and added revised letter dated August 15, 2104.

Add new letter dated June 23, 2015 regarding the Pharmacy Technician classification review.

Add new letter dated June 23, 2015 regarding the Building Utilities Mechanic classification review.

Add revised letter dated July 1, 2015 regarding the duration of probationary periods.

Modify June 26, 2013 letter regarding a Meet and Confer on Bullying and changed the date to July 9, 2015.

Technical re-lettering of Appendix and re-numbering of letters.

APPENDIX O – UNIT 6 POSITION QUALIFICATIONS

Technical re-lettering of Appendix.

APPENDIX P – GLOSSARY

Add definition for “liquidation.” Technical re-lettering of Appendix.

APPENDIX Q – DRUG TESTING

Technical re-lettering of Appendix.

APPENDIX R – HIGH COST CENTERS FOR MEAL REIMBURSEMENT

Technical re-lettering of Appendix.

APPENDIX S – SUPPLEMENTAL AGREEMENTS

Modifications made to various supplemental agreements as agreed upon by the agencies. Technical re-lettering of Appendix.

**ESTIMATED COST OF THE COLLECTIVE BARGAINING
AGREEMENT BETWEEN AFSCME, COUNCIL NO. 5,
AFL-CIO (UNITS 2, 3, 4, 6 & 7) AND THE STATE OF MINNESOTA**

July 1, 2015 – June 30, 2017

I. Bargaining Unit Composition:

<u>Unit</u>	<u>Approximate No. of Employees</u>
#02 – Craft, Maintenance & Labor	2,245
#03 – Service	1,862
#04 – Health Care Non-Professional	3,248
#06 – Clerical & Office	4,408
#07 – Technical	<u>3,058</u>
Total	14,821

II. Fiscal Summary: All Agencies, All Funds

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salaries	\$1,273,724,000	\$56,594,000
FICA & Retirement	174,368,000	7,748,000
Insurance	<u>367,967,000</u>	<u>25,803,000</u>
Total	\$1,816,059,000	\$90,145,000

The estimated cost in new dollars this biennium as a percent of the bargaining base is 4.96%.

The estimated annualized percent increase in the base over the term of the agreement is 8.39%.